

DANIEL RENARD
P.O. Box 6301
San Diego, California 92166
Phone: 619-675-1692

FILED

2008 FEB -4 AM 11:06

CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Plaintiff, In Pro Se

BY YNH DEPUTY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

DANIEL RENARD

Plaintiff,

vs.

SAN DIEGO UNIFIED PORT DISTRICT;

Defendants

Case No. 07-CV-2347-H (BLM)

RESPONSE TO DEFENDANTS'
OPPOSITION TO PLAINTIFFS
MOTION FOR REMAND

Plaintiff, DANIEL RENARD, hereby submits the following in response to Defendant
SAN DIEGO UNIFIED PORT DISTRICTS', opposition to Plaintiffs Motion for Remand.

PLAINTIFFS MOTION FOR REMAND SHOULD BE GRANTED, WHEREAS,
THE FEDERAL COURT LACKS SUBJECT MATTER JURISDICTION OVER
THE ENFORCEMENT OF PLAINTIFFS SETTLEMENT AGREEMENT.

Courts have jurisdiction to enforce settlement agreements between the parties after dismissal
only if the Court specifically retained jurisdiction to enforce the settlement after dismissal.

Kokkonen v. Guardian Life Ins. Co. of America (1994) 511 U.S. 375, 380-381, 114 S.Ct. 1673, 1677.

Parties who wish to retain the Courts' jurisdiction to enforce their settlement agreement may
do so either by having the Court expressly "retain jurisdiction", or by incorporating the terms of the
settlement agreement in the order of dismissal. Kokkonen v. Guardian Life Ins. Co. of America
(1994) 511 U.S. 375, 380-381, 114 S.Ct. 1673, 1677; see Hagestad v. Tragesser, supra, 49 F3d,
1432; Hill v. Baxter Healthcare Corp. (7th Cir.2005) 405 F3d 572, 576-577.

/././

/././

1 In the instant case no such retention of jurisdiction by the Federal Court was requested.
2 and therefore the Federal Court lacks subject matter jurisdiction. (See transcript of hearing, Dated
3 January 12, 2007 Case No. 06 CV2665-H-BLM, (Page 5, line 20-25, Page 6, line 1, a true copy of
4 which is attached hereto as "Exhibit A", and made a part of this pleading).

5 In its opposition, Defendant attempts to argue that the Federal Court properly retains
6 jurisdiction over a federal question and alleges that an implied cause of action exists in Plaintiffs
7 FAVC under the United States Constitution which did not exist in previous pleadings.

8 Defendant states in its opposition, (page 2, line 13, ¶ 3), that Plaintiffs allegation in its FAVC
9 that, "Plaintiff is informed and believes and upon such information and belief alleges that the SAN
10 DIEGO UNIFIED PORT DISTRICT has a pattern, practice and policy of seizing vessels" is the first
11 time such an allegation has appeared in the pleadings, thereon a federal question has just "arisen",
12 and therefore the Federal Court should retain jurisdiction under 28 U.S.C. § 1441(b).

13 Plaintiff asserts that this is a prevarication and that Defendants knew or should have known
14 that this allegation has been clearly stated throughout Plaintiffs initial complaint at, (page 2, ¶ 11),
15 and verbatim at, (page 7, ¶ 38). (a true copy of Plaintiffs initial complaint is attached hereto as
16 "Exhibit B", and made a part of this pleading).

17 Furthermore, Defendants reliance on the above language as basis for a federal question is
18 unfounded whereas such allegations in Plaintiffs initial complaint and FAVC go directly to
19 Plaintiffs exposure to such pattern, practice and policy but for Defendants Breach of Settlement
20 Agreement with Plaintiff.

21 Additionally, enforcement issues are governed by applicable state contract law, even where
22 the settlement agreement relates to a federal question lawsuit. The facts to be determined with regard
23 to such alleged breaches of contract are quite separate from the facts to be determined in the principal
24 suit Kokkonen v. Guardian Life Ins. Co. of America (1994) 511 U.S. 375, 380-381, 114 S.Ct. 1673,
25 1677.

26 Further, Federal question jurisdiction cannot be based on regulations adopted by a Federal
27 Agency. Federal regulations are not legislation and therefore no indication of congressional intent
28 can be inferred. Smith v. Dearborn Financial Services, Inc. (6th Cir. 1993) 982 F2d 976, 980.

(Please see Defendants Notice for Removal, (page 2, ¶ 3) wherein Defendant claims its right to removal arises from Plaintiffs claim for violation under 33 C.F.R. 110.90), a United States Coast Guard Regulation.

PLAINTIFFS MOTION SHOULD BE GRANTED WHEREAS DEFENDANT FAILED TO BRING ITS ACTION WITHIN THE 30 DAY STATUTORY LIMIT SET FORTH UNDER 28 U.S.C. § 1446.

28 U.S.C. § 1446, in pertinent part, states as follows:

(b) The notice of removal of a civil action or proceeding shall be filed within thirty days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based, or within thirty days after the service of summons upon the defendant if such initial pleading has then been filed in court and is not required to be served on the defendant, whichever period is shorter. [Emphasis added]

Remand may be ordered either for lack of subject matter jurisdiction or for any defect in removal procedure. 28 U.S.C. § 1447(c); *Buckner v. FDIC* (5TH Cir. 1993) 981 F2d 816, 820.

A motion for remand also lies to challenge procedural defects, e.g. tardy filing of the removal notice or defects in its form and content, etc.

In the instant case, Plaintiff filed its initial¹ action on August 15, 2007, Plaintiff caused to be served on Defendant a true copy of the Summons and Complaint on August 22, 2007. Defendants filed its Notice of Removal on December 17, 2007, or, One Hundred Seventeen, (117) days after service of Plaintiffs initial, (see footnote), complaint.

CONCLUSION

Defendants argument that the federal court retains jurisdiction over Plaintiffs FAVC is not only unfounded but is clearly a ruse. It was not until Plaintiffs initial complaint survived demurrer in the State Court that Defendant remanded Plaintiffs FAVC to the federal court. If there was a federal question which the federal court should retain jurisdiction, Defendants should have remanded Plaintiffs initial complaint to the Federal Court but failed to do so.

¹ 28 U.S.C. § 1446 clearly states The notice of removal of a civil action or proceeding shall be filed within thirty days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based, or within thirty days after the service of summons upon the defendant if such initial pleading has then been filed in court and is not required to be served on the defendant, whichever period is shorter.

1 Additionally, whereas the Federal Court retains jurisdiction to enforce settlement agreements
2 between the parties after dismissal only if the Court is specifically requested to retained jurisdiction
3 and no such retention was requested the Federal Court lacks subject matter jurisdiction.

4 Plaintiff further objects to the timeliness of Defendants filing of its Opposition to Plaintiffs
5 Motion for Remand. The Order of the Court clearly states that Defendant were to have filed it
6 response no later than January 28, 2008. Defendants failed to file by that date or otherwise notify
7 Plaintiff, and filed its response on January 29, 2008. (a true copy of the Court order is attached
8 hereto as "Exhibit C", and made a part of this pleading).

9 WHEREFORE, Plaintiff prays that its Motion for Remand be granted and that its FAVC
10 be remanded to the State Court for adjudication.

11 The foregoing Memorandum of Points and Authorities is respectfully submitted by Daniel
12 Renard, Plaintiff in Pro Se.

13
14 Dated: January 31, 2008

By: 

DANIEL RENARD



“EXHIBIT A”

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

RENARD,) Case No. 06CV2665-H-BLM
Plaintiff,) San Diego, California
vs.) Friday,
SAN DIEGO UNIFIED PORT) January 12, 2007
DISTRICT,) 10:00 a.m.
Defendant.)

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE MARILYN L. HUFF
UNITED STATES DISTRICT JUDGE

APPEARANCES:

For the Plaintiff: DANIEL RENARD, PRO PER
Post Office Box 6301
San Diego, California 92166
(619) 675-1692

For the Defendant: WILLIAM McMINN, ESQ.
Deputy Port Attorney
San Diego Unified Port
District
3165 Pacific Highway
San Diego, California 92101
(619) 686-5444

Transcript Ordered by: DANIEL RENARD

Court Recorder: Nancy Cablay
United States District Court
940 Front Street
San Diego, California 92101

Proceedings recorded by electronic sound recording;
transcript produced by transcription service.

THE COURT: Okay, thank you.

MR. RENARD: Please don't take any disrespect -- the judge. At any rate, I did -- at the time that we made that particular agreement, I had faith that the Port District were honorable people and would just honor the agreement, the whole manner and issue of the case, which I dismissed with prejudice as consideration for my permit. I have some contracting experience, and there has to be some kind of a time specified in the agreement, which is in the original motion papers. I gave you a copy of the agreement.

The agreement was that this was going to settle this matter infinitum, no problem, and the Port's attorney sent me a letter. After the hearing, then, we had before Judge Stiven, in chambers, pre-settlement management conference, we got together and I said all of my other agreements, everything, I will forgive it if I am allowed to just live my little life here.

THE COURT: Could I interrupt?

MR. RENARD: Yes, ma'am.

THE COURT: See, if it's breach of a settlement agreement, if it's in Federal Court, we wouldn't have jurisdiction over breach of the settlement agreement unless it's a supplemental claim, but we would if the Federal Court retained jurisdiction. So, I'll ask my clerk to take a look at the end of the docket in that case, and see if there's

1 anything written about retention of the Court.

2 MR. RENARD: There is not, ma'am.

3 THE COURT: Not to retain jurisdiction. But, you
4 do have other claims, other constitutional claims that give
5 the Court Federal jurisdiction. Those are some asides, and
6 we'll look into that a little bit more. You may proceed.

7 MR. RENARD: It actually is a forerunner to what
8 has brought us here today. I felt that it was a contract.
9 I know what a contract is. I gave the Court some civil law
10 from California explaining that it is a contract. And I got
11 a letter from the Chief of Police saying they were going to,
12 in effect, cancel my contract. They were going to close the
13 A8 anchorage. What I want to argue this morning, at least
14 in part, is that they have no authority to close the A8
15 anchorage. But, then, they are tagging along with closing
16 the A8 anchorage, reneging on their regulation for a
17 disabled person anchorage, which obviously, they apparently
18 didn't make out of the goodness of their heart, because they
19 have, through administrative methods, figured out a way to
20 get around that.

21 There was another case prior to mine that had
22 established that, called John Gallagher. I have a copy of
23 it here, your Honor.

24 THE COURT: Do you want to submit that to the
25 Court?

“EXHIBIT B”

DANIEL RENARD
P.O. Box 6301
San Diego, California 92166
Phone: 619-675-1692

Plaintiff, In Pro Se

**THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO
HALL OF JUSTICE**

DANIEL RENARD

Plaintiff,

vs.

SAN DIEGO UNIFIED PORT DISTRICT
and, DOES 1 through 65, INCLUSIVE

Defendants,

Case No. 37-2007-00073093-CU-BC-CTL

VERIFIED COMPLAINT FOR DAMAGES:

1. Enforcement of Settlement Agreement;
2. Breach of Written Contract;
3. Negligent Misrepresentation;
4. Fraud & Deceit;
5. Breach of Implied Covenant of Good Faith and Fair Dealing;
6. Injunctive Relief;
- Disgorgement Under California Business and Professions Code § 17200 et seq.
7. Declaratory Relief.

COMES NOW, Plaintiff, DANIEL RENARD, and alleges against Defendants, SAN DIEGO UNIFIED PORT DISTRICT, and, DOES 1 through 65 INCLUSIVE, as follows:

1. Plaintiff, DANIEL RENARD, is a disabled individual, and is, and at all times herein mentioned was, a resident of the County of San Diego, State of California, within the jurisdictional boundaries of this Court.

2. Defendants, SAN DIEGO UNIFIED PORT DISTRICT, is a public entity created as a public corporation by the California State Legislature to manage San Diego Harbor, and administer the public lands along San Diego Bay, within the jurisdictional boundaries of this Court.

3. Plaintiff is ignorant of the true names and capacities of the Defendant's sued herein as DOES, 1 through 65, INCLUSIVE, and therefore sues these Defendant's by such fictitious names.

1 Plaintiff will amend this Complaint to show their true names and capacities when they have
2 been ascertained. Plaintiff is informed and believes, and upon such information and belief alleges
3 that each of the fictitiously named defendant's is responsible in some manner for the occurrences
4 herein alleged, and Plaintiff's damages were proximately caused by such Defendant's.

5 4. Plaintiff is informed and believes, and on that basis alleges that each of the fictitiously
6 named Defendant's were and are the agents, employees, or representatives of the other Defendant's
7 and acting in concert with the other.

8 **SUMMARY OF ALLEGATIONS**

9 5. Plaintiff is the owner /operator of vessels in San Diego Bay, and is disabled.

10 6. On or about December 02, 2003, Plaintiff and Defendants, SAN DIEGO UNIFIED PORT
11 DISTRICT, entered into a settlement agreement and release of claims, (hereinafter referred to as the
12 "AGREEMENT" arising from a civil action filed by Plaintiff against Defendants in the United
13 States District Court case No. 03 CV 1443 J (JFS), on August 23, 2003.

14 7. Contained in the Agreement were provisions granting Plaintiff a "disabled", (persons
15 with disabilities), permit to anchor his vessel in the "A-9""disabled" free anchorage area.

16 8. On or about June 06, 2006, the Board of Port Commissioners of the SAN DIEGO
17 UNIFIED PORT DISTRICT, voted to permanently eliminate the "A-9" anchorage, and revoke
18 Plaintiffs disabled permit, in clear violation of their Agreement with Plaintiff. (a true copy of the
19 Settlement Agreement and Release of Claims is attached hereto as "Exhibit A", and made a part of
20 this pleading.)

21 10. Notwithstanding the breach of covenants contained in the Agreement, the elimination
22 of the "A-9" anchorage is in direct violation with the Port Districts own "Port Master Plan", which
23 has been confirmed by the California State Coastal Commission. (See letter from Diana Lily, Coast
24 Planner for the California Coastal Commission dated: June 21, 2007 and attached hereto as "Exhibit
25 B", and made a part of this pleading.)

26 11. Moreover, Defendant's, and each of them, through the elimination of said anchorages
27 have been unlawfully seizing and impounding vessels in the absolute absence of procedural and/or,
28 substantive due process to the vessel owners, including but not limited to Plaintiffs own vessel.

FIRST CAUSE OF ACTION

(Enforcement of Settlement Agreement)

12. Plaintiff realleges and incorporates by reference all of the Paragraphs as fully set forth above.

13. Plaintiff alleges that on or about June 06, 2006, Defendants, and each of them, violated their "Agreement" with Plaintiff by and through the total elimination of the "A-9" anchorage and revocation of Plaintiffs disabled permit which is expressly addressed, (page 1, ¶ 1), of the Agreement.

14. Plaintiff further alleges that as a proximate result of the Defendants', and each of their, breach of Settlement Agreement, Plaintiff has been damaged in that he has had to incur legal fees and cost for enforcement, and for related costs, and mitigation expenses, in an amount which is presently unknown.

WHEREFORE, Plaintiff prays judgment against Defendants', and each of them, as hereinafter set forth.

SECOND CAUSE OF ACTION

(Breach of Written Contract)

15. Plaintiff realleges and incorporates by reference all of the Paragraphs as fully set forth above.

16. On or about December 02, 2003, Plaintiff entered into a written agreement with Defendants, and each of them, which set terms performed in full or in part by the parties until Defendants material breach on June 06, 2006 as described above.

17. Under the terms of the contract, Plaintiff was to have been issued a disabled permit and allowed free anchoring in the "A-9" anchorage. Additionally, Plaintiff was to have complied with all requirements of the "A-9" anchorage, (Please see "Exhibit A" attached hereto and made a part of this pleading).

18. Pursuant to the written contract, Plaintiff at all times described herein satisfied his duties performed all conditions, covenants, and promises under the written Agreement on his part to be performed.

1 19. As a direct result of Defendants, and each of their, breach of the written Agreement,
2 Plaintiff has been damaged in that he has had to incur legal fees and cost, and for related costs, and
3 mitigation expenses, in an amount which is presently unknown.

4 WHEREFORE, Plaintiff prays judgment against Defendants', and each of them, as
5 hereinafter set forth.

6 **THIRD CAUSE OF ACTION**

7 **(Negligent Misrepresentation)**

8 20. Plaintiff realleges and incorporates by reference all of the Paragraphs as fully set forth
9 above.

10 21. Plaintiff is informed and believes, and upon such information and belief alleges that
11 Defendants, and each of them, negligently misrepresented and failed to disclose that they
12 were already planning on eliminating the "A-9" anchorage at the time they entered into contract with
13 Plaintiff, and through such negligence induced Plaintiff into entering into said contract.

14 22. Plaintiff relied upon the covenants and conditions contained in its Agreement with
15 Defendants, and each of them, regarding Plaintiffs right to long term free anchoring in the "A-9"
16 anchorage and thereon dismissed its prior complaint against Defendants, with prejudice.

17 23. Plaintiff requests all damages reasonably incurred which exceed the maximum
18 jurisdiction of this Court incurred from all covenants and conditions contained in its contract with
19 Defendants, and each of them, made by Defendants to Plaintiff to his detriment.

20 WHEREFORE, Plaintiff prays judgment against Defendants', and each of them, as
21 hereinafter set forth.

22 **FOURTH CAUSE OF ACTION**

23 **(Fraud & Deceit)**

24 24. Plaintiff realleges and incorporates by reference all of the Paragraphs as fully set forth
25 above.

26 25. On December 02, 2003, Defendants entered into a Settlement Agreement and Release
27 of Claims, in which Defendants, and each of them, were to have issued a disabled permit and grant
28 Plaintiff the right to long-term free anchoring in the "A-9" anchorage.

1 26. Plaintiff materially relied on Defendants representations and upon such representations
2 dismissed its lawsuit against Defendants "with prejudice".

3 27. Plaintiff is informed and believes, and upon such information and belief alleges that, the
4 true facts were that the Defendants, and each of them, at the time they entered into Agreement with
5 Plaintiff, were already seeking to circumvent their agreement by and through elimination of the
6 anchorage which they agreed to issue a permit for, thereon denying Plaintiff its right to long-term
7 anchoring in San Diego Bay.

8 28. Plaintiff further alleges that the entire agreement and the intentional concealment of
9 facts, made by the Defendant, and each of them was done with the intent of inducing Plaintiff
10 dismiss its prior complaint with Defendant, with prejudice, and enter into a worthless contract.

11 29. At the time the agreement was made and at the time Plaintiff took the actions herein
12 described, Plaintiff was ignorant of Defendants', secret intention not to perform. Plaintiff could not,
13 in the exercise of reasonable diligence, have discovered Defendants' secret intentions based upon
14 the promises and representations made by Defendants'. If Plaintiff had known of the actual intentions
15 of Defendants, Plaintiff would not have taken such action.

16 30. The aforementioned conduct of Defendants, and each of them, to wit, making entirely
17 false representations regarding their intention of maintaining the "A-9" anchorage, attempting to
18 conceal their lies, all of which directly resulted in Plaintiff's damages constitutes an intentional
19 misrepresentation, deceit, an/or, concealment of material facts known to Defendants', and each of
20 them, with the intention of depriving Plaintiff of property or legal rights or otherwise causing injury
21 and was despicable conduct that subjected Plaintiff to a cruel and unjust hardship in conscious
22 disregard of Plaintiff's rights, so as to justify an award of exemplary and punitive damages.

23 WHEREFORE, Plaintiff prays judgment against Defendants', and each of them, as
24 hereinafter set forth.

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FIFTH CAUSE OF ACTION

(Breach of Covenant of Good Faith and Fair Dealing)

31. Plaintiff realleges and incorporates by reference all of the Paragraphs as fully set forth above.

32. As set forth above, Plaintiff did dismiss its prior lawsuit against Defendants, "with prejudice, and only did so based upon the representations of Defendants, and each of them, that he would be issued a disabled permit and thereon allowed long-term free anchoring and safe harbor, in the "A-9" anchorage in San Diego Bay.

33. Notwithstanding, on June 06, 2006, the Board of Port Commissioners of the SAN DIEGO UNIFIED PORT DISTRICT, elected to permanently eliminate the "A-9", anchorage and revoke Plaintiffs' permit allowing him the right to long-term free anchoring in said anchorage.

34. Through such actions, Defendants, and each of them, have constructively failed to cooperate with Plaintiff in the performance of all contracts, and thereby breached the implied covenant of good faith and fair dealing, respectively.

35. Defendants, and each of them, failed to use their best effort to fulfill their obligations to Plaintiff and/or to give Plaintiff any reasonable alternative to fulfill their contractual obligation.

36. As a direct proximate and consequential result of Defendants acts, Plaintiff has been damaged in loss of his home, future profits, interest, cost, legal fees and cost, and for related costs, and mitigation expenses, in an amount which is presently unknown.

WHEREFORE, Plaintiff prays judgment against Defendants', and each of them, as hereinafter set forth.

SIXTH CAUSE OF ACTION

(Injunctive Relief, Disgorgement,

Under California Business & Professions Code § 17200 et seq.)

37. Plaintiff realleges and incorporates by reference all of the Paragraphs as fully set forth above.

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1 38. Plaintiff is informed and believes, and upon such information and belief alleges that
 2 the SAN DIEGO UNIFIED PORT DISTRICT has a pattern practice and policy of seizing vessels
 3 in the absence of procedural, and/or, substantive due process to vessel owners.

4 39. Plaintiff further alleges that such seizures are unlawful and in violation of current
 5 regulatory policies conveyed by the federal government to the United States Coast Guard pursuant
 6 to 33 CFR 110.90.

7 40. Additionally, pursuant to the Port Master Plan, such ordinances enacted by the Board of
 8 Port Commissioners are not, and do not take effect until publication in the Federal Register. Plaintiff
 9 is informed and believes, and upon such information and belief alleges that as of the date of
 10 production, Defendants and each of them, have failed to publish their ordinances in the Federal
 11 Register. (See page 44 of the Port Master Plan, attached hereto as "Exhibit C", and made a part of
 12 this pleading.)

13 41. Defendant's practices as alleged herein are, and were, unfair, illegal, immoral, unethical
 14 and in violation of the law.

15 42. Wherefore, Plaintiff requests that Defendants, and each of them, disgorge any and all
 16 monies collected from Plaintiff in the way of fines and impound fees from, June 06, 2006 through
 17 and until the date of production of this document.

18 **SEVENTH CAUSE OF ACTION**

19 **(Declaratory Relief)**

20 43. Plaintiff realleges and incorporates by reference all of the Paragraphs as fully set forth
 21 above.

22 44. An actual controversy has arisen and now exists between Plaintiff and Defendants, and
 23 each of them in that Plaintiff contends and Defendants deny the following:

- 24 a) Plaintiff contends that the Settlement Agreement is valid and enforceable;
- 25 b) Defendant contends that the Settlement Agreement is invalid and non enforceable;
- 26 c) Plaintiff desires a judicial determination of the respective rights and duties of
- 27 Plaintiff, on one hand and Defendants, on the other hand, with respect to the rights of the parties
- 28 under the Agreement, and in particular, the validity or invalidity of the Agreement.

1 Such Declaration is necessary and appropriate in order that Plaintiff may ascertain his rights
2 and duties with respect to the Agreement and his option rights, if any, under its Agreement with San
3 Diego Unified Port District.

4 WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follows:

- 5 a) For special and general damages according to proof at the time of trial;
6 b) For exemplary and punitive damages in an amount deemed sufficient to punish
7 Defendants;
8 c) For attorneys fees and cost of suit incurred herein; and,
9 d) For any and all such further relief as the Court may deem just and proper.

10
11 Dated: 8-15-07

By: 

DANIEL RENARD
Plaintiff / In Pro Per

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VERIFICATION

STATE OF CALIFORNIA,

Case No.

:§§

RENARD v. SAN DIEGO UNIFIED PORT DIST.

COUNTY OF SAN DIEGO:

I, DANIEL RENARD, if called upon to testify as a witness, would and competently do so of my own personal knowledge and do now declare as follows:

I am a party to this action. I have read the foregoing document, entitled Complaint for Damages for 1) Enforcement of Settlement Agreement; 2) Breach of Written Contract; 3) Negligent Misrepresentation; 4) Fraud & Deceit; 5) Breach of Implied Covenant of Good Faith and Fair Dealing; Injunctive Relief, Disgorgement under B&P Code 17200 et seq., and 4) Declaratory Relief, and know its contents. The matters stated are true of my own knowledge and belief, and as to those matters I believe them to be true.

I hereby declare under penalty of perjury, under the laws of the state of California, that the foregoing is true and correct.

Date: 8-15-07

By: 

Daniel Renard

“EXHIBIT C”

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8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**
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11 DANIEL RENARD,

12 Plaintiff,

13 vs.

14 SAN DIEGO UNIFIED PORT
DISTRICT,

15 Defendant.
16

CASE NO. 07-CV-2347-H
(BLM)

ORDER SETTING BRIEFING
SCHEDULE

17 On January 7, 2008, the Court reassigned this case to Judge Huff based on the
18 local "low number" rule for related cases. (Doc. No. 5.) There is a pending motion to
19 remand that was set for a February 11, 2008 hearing before Judge Houston. (Doc. No.
20 3.) The Court vacates that hearing and sets the following briefing schedule:

- 21 • Defendant shall submit its response in opposition to the motion on or before
22 January 28, 2008.
23 • Plaintiff may submit an optional reply brief on or before February 4, 2008.

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1 The Court submits the motion on the papers pursuant to its discretion under Local
2 Civil Rule 7.1(d)(1).

3 IT IS SO ORDERED.

4
5 DATED: January 16, 2008

6 
7 MARILYN L. HUFF, District Judge
8 UNITED STATES DISTRICT COURT

9 COPIES TO:
10 All parties of record.
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PROOF OF SERVICE
[F.R.C.P. Sec. II, Rule 4.1(a)]

UNITED STATES DISTRICT COURT) RENARD V. SAN DIEGO UNIFIED PORT DIST.
)
) §§: Case No: 07-CV-2347-H-BLM
)
SOUTHERN DISTRICT OF CALIFORNIA)

I am employed in the City of Carlsbad, County of San Diego, State of California. I am over the age of 18 years and not a party to the within mentioned action. My business address is 1357 Rosecrans St., San Diego, California 92106. On February 4, 2008 I caused the document(s) named below to be served on the interested parties in this action as follows:

DUANE E. BENNETT, ESQ.
PORT ATTORNEY
WILLIAM D. MCMINN, ESQ.
DEPUTY PORT ATTORNEY
3165 PACIFIC HWY.
P.O. BOX, 120488
SAN DIEGO, CALIFORNIA 92112-0488

DOCUMENTS SERVED:

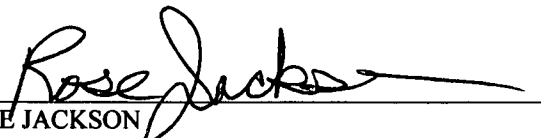
RESPONSE TO DEFENDANTS OPPOSITION TO PLAINTIFFS
MOTION FOR REMAND

- [] (BY MAIL) I caused each envelope, with postage thereon fully prepaid, to be placed in the United States mail at Oceanside, California. I am readily familiar with the correspondence for mailing, said practice being that in the ordinary course of business, mail is to be deposited in the United States Postal Service the same day as it is placed for collection.
- [X] (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee(s)
- [] (BY SUBSTITUTED SERVICE ON NATURAL PERSON, MINOR, CONSERVATEE, OR CANDIDATE)
By leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household apparently in charge of the home, office, or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid), copies to the person served at the place where the copies were left.
- [] (BY FACSIMILE) I caused to be transmitted the document(s) described herein at approximately 3:00 p.m. via the Facsimile number(s) listed above. A copy of the transmission report(s) are attached hereto.

I hereby declare under penalty of perjury, under the laws of the State of California that the above is true and correct.

Executed on: February 4, 2008

10:31
A.M.


ROSE JACKSON